

RECORDATION NO. 5750 A
Filed & Recorded

Counterpart No. 4
Of 6 Counterparts

JUL 27 1970 - 10 25 AM

INTERSTATE COMMERCE COMMISSION

This SUPPLEMENTAL AGREEMENT, dated as of July 1, 1970, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called "Trustee", and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Kentucky, hereinafter called the "Railroad Company",

WITNESSETH:

WHEREAS, by an Agreement, dated as of June 15, 1970, by and between Mercantile-Safe Deposit and Trust Company, as Trustee, and Louisville and Nashville Railroad Company concerning the acquisition and financing of certain railroad equipment, and referred to as the Louisville and Nashville Railroad Equipment Trust, Series 3, there was and is to be leased under said Agreement to the Railroad Company certain railroad equipment more fully described therein; and

WHEREAS, said Agreement was recorded in the office of the Interstate Commerce Commission at Washington, D. C., pursuant to the provisions of Section 20c of the Interstate Commerce Act, as amended, on June 16, 1970 and assigned Recordation No. 5750 and

WHEREAS, said Agreement covers, among other railroad equipment, 200 70-ton 50' 6" box cars, equipped with roller

bearings, to bear the Railroad Company's road numbers 103050 through 103099 and 103600 through 103749, and

WHEREAS, the Railroad Company proposes to renumber these 200 70-ton 50' 6" box cars to facilitate the proper identification of this equipment; and

WHEREAS, said Agreement provides in Article IV, Section 4.6 thereof, in part, as follows (the Company referred to therein being the Railroad Company):

"The Company shall not change or permit to be changed the numbers of any of the Trust Equipment at any time covered hereby (or any numbers which may have been substituted as herein provided) except in accordance with a statement of new numbers to be substituted therefor which shall previously have been filed with the Trustee by the Company and which shall be filed and recorded as provided in Section 6.4 hereof.";

and

WHEREAS, the Railroad Company has represented to the Trustee that in order to effect the proper renumbering of said equipment heretofore described, it is essential that the road numbers be changed, and the Trustee is therefore willing to consent thereto.

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

1. The Trustee hereby agrees to the renumbering of these 200 70-ton 50' 6" box cars from 103050 through 103099 and 103600 through 103749 to 114325 through 114524. *Number Change*

2. The Railroad Company agrees that, prior to changing the numbers of said equipment as indicated, it will, pursuant to the provisions of Section 6.4 of the aforesaid Agreement, cause this Supplemental Agreement to be filed and recorded in the office of the Interstate Commerce Commission, pursuant to the provisions of Section 20c of the Interstate Commerce Act, as amended, and will furnish to the Trustee certificates or other evidences satisfactory to the Trustee of such filing and recording.

This Supplemental Agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of said Trust Agreement, and the Railroad Company, pursuant to due corporate authority,

By Arthur G. Brooks
SENIOR Vice President

60 Days
ASSISTANT Corporate Trust Officer

By P. E. Bisha
Vice President

Assistant Secretary

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 8th day of July, 1970, before me personally appeared Alton A Shoda to me personally known, who, being by me duly sworn, says that he is a Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed

and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Edmund S. Butler
Notary Public

My commission expires July 1, 1974

(Notarial Seal)

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On this 1st day of July, 1970 before me personally appeared R. E. Bisha to me personally known, who being by me duly sworn, says that he is a Vice President of Louisville and Nashville Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Norma J. Jones
Notary Public

My commission expires March 4, 1973

(Notarial Seal)